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THIRD AMENDMENT TO MASTER DEED OF THE RETREAT AT RIVERLAND HORIZONTAL PROPERTY REGIME

This Third Amendment to Master Deed of The Retreat at Riverland Horizontal Property Regime is made as of this <u>33</u> day of May, 2005, by Riverland II, LLC, a South Carolina limited liability company ("Declarant").

RECITALS

WHEREAS, Declarant heretofore executed the Master Deed of The Retreat at Riverland Horizontal Property Regime on January 27, 2003, the original of which was duly recorded in the Office of the Register of Deeds for Charleston County (the "Register's Office") on January 27, 2003 in Book K-434, at Page 18 (the "Original Master Deed"); and

WHEREAS, the Original Master Deed was amended by the Declarant by an Amendment to Master Deed of The Retreat at Riverland Horizontal Property Regime dated February 11, 2003 which was duly recorded in the Register's Office on February 12, 2003 in Book O-436, at Page 393 (the "First Amendment to Master Deed"); and

WHEREAS, the Original Master Deed was further amended by the Declarant by a Second Amendment to Master Deed of The Retreat at Riverland Horizontal Property Regime dated November 7, 2003 which was duly recorded in the Register's Office on November 13, 2003 in Book H.475, at Page 528 (the "Second Amendment to Master Deed") (the Original Master; and

WHEREAS, pursuant to Section 7.1, the Declarant has the option to expand the Regime by the dedication of one or more additional phases within seven (7) years following the recordation of the Master Deed;

WHEREAS, the Declarant wishes to amend the Master Deed to make Additional Property subject to the terms of the Master Deed which includes Phase III, containing Buildings 7, 8, and 9, which are described in the Exhibits attached hereto and to amend, correct and modify other terms and provisions of the Master Deed, First Amendment to Master Deed, and Second Amendment to Master Deed which are more fully discussed below; and

WHEREAS, pursuant to Section 23.3 of the Master Deed, Riverland II, LLC as the Declarant may unilaterally amend the Master Deed.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS that, the Declarant, pursuant to the authority set forth in Article 23 the Master Deed, does hereby unilaterally amend the Master Deed as follows:

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- 1. All capitalized terms used in this Third Amendment shall have the same meaning ascribed to them in the Master Deed, First Amendment to Master Deed, and Second Amendment to Master Deed unless the context shall clearly suggest or imply otherwise.
- 2. The following corrections, supplements and amendments are made to the Master Deed:
- a. The page number reference to Exhibit D on page viii of the Master Deed is hereby changed to Page 51.
- b. Exhibit B to the Master Deed is hereby supplemented by the inclusion of **Exhibit B** (Supplement Building 1, 2 & 3) attached hereto which provides a description including the height of the first, second, and third floors of Buildings 1, 2 and 3 of the Regime.
- c. Exhibit E, pages i and ii of the Table of Contents for the By-Laws of Retreat at Riverland Homeowners Association, Inc. are hereby deleted and replaced with Exhibit E, i and ii attached hereto.
- d. Article 2 of the Master Deed is hereby amended by the deletion of Section 2.4 and its replacement with the following:
- 2.4 "Annual Assessments" shall mean annual assessments imposed on Units other than Units owned by the Declarant under the provisions of Article 10 hereof.
- e. Article 6 of the Master Deed is hereby amended by the deletion of Section 6.2 and its replacement with the following:
- 6.2 <u>Licensed Parking Spaces</u>. Declarant may convey Parking Spaces to Owners as a Limited Common Element associated with a Unit or may license Licensed Parking Space to certain Owners. Declarant shall own all Licensed Parking Spaces unless or until the Declarant conveys the Licensed Parking Space to an Owner with a Unit as a limited common element or the Declarant conveys the Licensed Parking Space to the Association.

If a Licensed Parking Space is conveyed to an Owner as a Limited Common Element associated with a Unit, the Owner of that Unit will have the right to transfer fee simple title to the Licensed Parking Space only as a Limited Common Element associated with that particular Unit owned by the Owner.

The Owner of a Licensed Parking Space shall not possess any independent ownership as to such Licensed Parking Space owned by an Owner; instead as stated on Exhibit D (which is the chart of Percentage Ownership assigned to each Unit; a copy of the current version of Exhibit D to the Master Deed is attached hereto) to the Master Deed. the Percentage Ownership allocated to a Unit shall include both the Unit and the Licensed Parking Space associated therewith.

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An Owner may pledge its ownership of Licensed Parking Space to a lender in connection with a loan secured by that Owner's Unit. An Owner who acquires an ownership interest in a Licensed Parking Space may thereafter transfer ownership of the Licensed Parking Space either to (i) an Owner of the Unit associated with particular Licensed Parking Space as stated on Exhibit D, or (ii) the Association. Notwithstanding the above, in the event that the Mortgagee acquires an Owner's ownership interest in a Licensed Parking Space, then the Mortgagee shall assign or transfer ownership of the Licensed Parking Space to either (i) the purchaser of the Unit also acquired by the Mortgagee or (ii) the Association. No assignment or transfer of ownership of a Licensed Parking Space is effective until the Association receives satisfactory written evidence of such assignment or transfer of ownership and consents to such assignment or transfer in ownership. In the event that an Owner ceases to be an Owner and fails to assign or transfer ownership of its Licensed Parking Space prior to conveying title to its Unit(s), then the Licensed Parking Space held by such former Owner will revert to the Association.

In addition, an Owner who also owns a Licensed Parking Space may be subject to an additional assessment by the Association for the costs associated with the Licensed Parking Space, such costs include, but are not limited to, electricity, insurance and taxes.

- f. Article 10 of the Master Deed is hereby amended to add the following provisions:
- (1) The following sentence is added at the end of Section 10.7: "At the closing on the transfer or sale of any Unit after the initial transfer_of_a Unit by the Declarant, the purchaser of such Unit shall deliver to the Association a capital contribution equal to 4% (or 0.0025) of the total purchase price for such Unit which shall be deposited into the capital account for the Association."
- (2) Section 10.12 Maintenance Reserve Account. Prior to giving up terminating its right to appoint directors as provided in the Master Deed, the Declarant will deliver a proposed capital maintenance budget to the Association identifying items which should be funded in order to maintain the Property (the "Maintenance Report"). Unless disapproved by Members holding at least sixty-seven percent (67%) of the total eligible voting power of the Association after termination of Declarant's right to appoint directors as provided in the Master Deed, the Association shall include in its capital budget for each year an annual contribution to a maintenance reserve account for the Regime to fund all items recommended in the Maintenance Report. The Association is explicitly required to fund (through Annual Assessments or Special Assessments) and maintain such Maintenance Reserve Account for benefit of the Regime in accordance with the specifications of such Maintenance Report. The obligation of the Association to fund and maintain the Maintenance Reserve Account in accordance with the Maintenance Report shall survive the expiration of the Declarant's right and ability to appoint members of the Board of Directors of the Association as discussed in Section 21.1 of the Master Deed.

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- g. Article 15 of the Master Deed is hereby amended to delete section 15.2(a) and replace it with the following:
- General. Units may be leased only in their entirety. No fraction of portion may be leased without prior written approval of the Board. All rentals must be for a term of at least one (1) year. All leases shall be in writing and in a form approved by the Board prior to the effective date of the lease. A \$1,000 security deposit from the lessee shall be submitted to the Board with the lease form for Board approval. If approved by the Board, the security deposit will be held by the Association in escrow for the term of the lease. The deposit shall be maintained throughout the lease period to be used by the Association to repair any damage done by Lessee to the common areas of the Regime. Should damages exceed the deposit amount, the landlord shall be responsible for collecting the funds necessary to pay any damage costs and restore the security deposit. This deposit, or any remaining amount thereof, shall be returned to the lessee after an inspection of the property has been conducted or within thirty (30) days after the expiration of the lease. If lessee vacates in less than one year, \$500 of the security deposit shall be forfeited to the Association. The Board may maintain and, upon request, provide a lease form which is deemed acceptable. There shall be no subleasing of Units or assignment of leases unless prior written approval is obtained from the Board of Directors which approval the Board may withhold in its sole discretion. Within seven (7) days after executing a lease agreement for the lease of a Unit, the Unit Owner shall provide the Board of Directors with a copy of the lease and the name of the lessee and all other people occupying the Unit. The Unit Owner must make available to the lessee copies of the Master Deed, By-Laws and the Rules and Regulations.
- h. Article 23 of the Master Deed is hereby amended to add the following provision:
- 23.12 Restriction on Expense of Litigation. Notwithstanding any contrary provision contained in this Master Deed, in no event may the Association commence any action or proceeding against any person seeking equitable relief, or seeking either an unspecified amount of damages or damages in excess of \$25,000.00; or any action or proceeding where the estimated cost of legal fees exceeds \$5,000.00, unless the following conditions are satisfied: (a) the decision to commence such action or proceeding shall be taken at an annual or special meeting of the Association; (b) a budget for such litigation, including all fees and costs assuming trial and all potential appeals, shall have been prepared by the attorneys who will be engaged by the Association for such purpose, and shall have been mailed or delivered to all Owners and posted at the principal office of the Association at least 30 days prior to such meeting; and (c) at such meeting Owners representing an aggregate ownership interest of seventy-five (75%) percent or more of the Common Elements shall approve the decision to commence, and the proposed budget for, such action or proceeding, and shall concurrently approve the imposition of a Special Assessment to fund the costs of such action or proceeding in accordance with the approved budget. The Association shall be authorized to expend funds for such proceeding in excess of the amount contemplated by the approved budget only after an amended budget has been approved in accordance with the procedures specified in the foregoing subparts (a), (b) and (c). The procedural requirements set forth herein, however, shall not apply to any action to collect or otherwise enforce Assessments and any related {00664550.4}

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fines, late charges, penalties, interest, or costs and expenses, including reasonable attorneys' fees, in an amount of \$25,000.00 or less, or any such action where the estimated cost of legal fees is less than \$5,000.00. All of the costs and expenses of any action or proceeding requiring the approval of the Owners in accordance with this paragraph shall be funded by means of a Special Assessment pursuant to paragraph 10.5, and in no event may the Association use reserve funds or contingency funds, reallocate previously budgeted operating funds, or incur any indebtedness in order to pay any costs and expenses incurred for such purpose. Further, if the Association commences any action or proceeding against a particular Owner or particular Owners requiring the approval of the Owners in accordance with the foregoing, the Owner(s) against whom suit is being considered shall be exempted from the obligation to pay the Special Assessment(s) levied in order to pay the costs and expenses of such action or proceeding. The monetary thresholds stated herein shall increase by multiplying the threshold in effect as of May 1 by the greater of (i) 1.03 or (ii) the dividend of the Consumer Price Index for All Urban Consumers-United States (the "CPI-US"), published by the United States Department of Labor from the month of October preceding the adjustment divided by the CPI-US in effect as of the date of this Third Amendment. Adjustments are to be cumulative. If publication of the CPI-US shall be discontinued, the Association shall select such other statistical index as the Association deems comparable for the cost of living for the United States, as such index shall be computed and published by an agency of the United States or by a responsible financial periodical or recognized authority. In the event of (i) use of comparable statistics in place of the CPI-US, or (ii) publication of the CPI-US figure at other than monthly intervals, there shall be made in the method of computation such revisions as the circumstances may require to carry out the intent of this section.

The provisions of this subsection cannot be amended without the approval Owners representing an aggregate ownership interest of seventy-five (75%) percent or more of the Common Elements.

- i. Article 3 of the By-Laws of the Retreat at Riverland Homeowners Association, Inc. attached as Exhibit E to the Master Deed is hereby amended by deleting section 3.4 and replacing it with the following:
 - 3.4 Election and Term of Office.
- (a) The initial Board shall consist of one (1) to five (5) directors appointed by the Declarant.
- (b) Unon termination of the Declarant's right to appoint directors as provided in the Master Deed, the number of directors shall be set at five (5). The Association shall hold an election at which the Association's members shall be entitled to elect all five (5) directors. The two (2) directors receiving the largest number of votes shall be elected for a term of three (3) years. The two directors receiving the next highest number of votes shall be elected for a term of two (2) years. The director with the next highest number of votes shall be elected for a term of one (1) year.

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Upon the expiration of the term of office of each initial director elected by the members, a successor shall be elected to serve a term of three (3) years, and all subsequent terms shall be for three (3) years. The directors elected by the members shall hold office until their respective successors have been elected.

- 3. The following corrections, supplements and amendments are made to the First Amendment to Master Deed:
- a. Paragraph 4.a of the First Amendment to Master Deed which amended Section 21.1(a) of the Master Deed is hereby amended to delete the phrase "one hundred twenty (120) days months" and replace it with the phrase "one hundred twenty (120) days."
- b. Exhibit D to the First Amendment to Master Deed is hereby amended to delete "Type B: St. Croix, which is a three bedroom villa with study (1,318 sf) valued at \$140,000" and replace it with the following: "Type B: St. Croix, which is three bedroom villa with option to convert one bedroom to a study (1,318 sf) valued at \$140,000."
- 4. The following corrections, supplements and amendments are made to the Second Amendment to Master Deed:

Exhibit A to the Second Amendment to Master Deed is hereby amended to delete the phrase "All that price, parcel, or tract of land" and replace it with the following phrase: "All that piece, parcel, or tract of land".

- 5. The term Property as defined in Exhibit A to the Master Deed and the Second Amendment to the Master Deed is hereby supplemented to include the Property described on Exhibit A attached hereto.
- 6. The term Additional Property as defined in Exhibit A-1 to the Master Deed and the Second Amendment to the Master Deed is hereby deleted and replaced by the description of Additional Property as stated in Exhibit A-1 attached hereto
- 7. Exhibits B and Exhibits B-1 to the Master Deed and the Second Amendment to the Master Deed are hereby supplemented to include the As Built Survey for Phase III and Parking Plan for Phase III attached hereto as Exhibits B and B-1.
- 8. Exhibit C to the Master Deed and the Second Amendment to the Master Deed is hereby supplemented to include the Elevations, Floor Plans and Dwelling Unit Certification for Phase III attached hereto as **Exhibit C**.
- 9. Exhibit D to the Master Deed and Second Amendment to the Master Deed is hereby deleted and replaced with the Schedule of Unit Value and Percentage Interest as stated in **Exhibit D** attached hereto.

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10. Except as specifically provided herein, the provisions of the Master Deed, First Amendment to Master Deed, and Second Amendment to Master Deed shall remain in full force and effect. To the extent that one or more provisions of this Third Amendment appear to be in conflict with the provisions of the Master Deed, First Amendment to Master Deed, and Second Amendment to Master Deed then the provisions of this Third Amendment shall control. In addition, the Declarant reserves the right to make additional modification, amendments and supplements to the Master Deed as provided therein.

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WITNESSES:

DECLARANT:

RIVERLAND II, LLC, a South Carolina
Limited Liability Company

By:

C. Ray Wrenn, Manager

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF CHARLESTON

I, Morris A. Ellison

(Notary Public), hereby certify that Retreat

II, LLC, by C. Ray Wrenn, its Manager, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 33 d day of May, 2005.

Declarant:

RIVERLAND II, LLC, a South Carolina
My Commission Expires:

RIVERLAND II, LLC, a South Carolina
Limited Liability Company

By:

C. Ray Wrenn, Manager

(Notary Public), hereby certify that Retreat

II, LLC, by C. Ray Wrenn, its Manager, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 33 d day of May, 2005.

IN WITNESS WHEREOF, the undersigned has affixed its Hands and Seals as of the date

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first above written.

EXHIBIT A

Legal Description

Phase III

All that piece, parcel, or tract of land identified as "PORTION OF TMS # 337-00-00-157, PHASE III, 176,097 SQ. FT., 4.042 ACRES, BLDG 7, 0.23 ACRES, BLDG 8, 0.23 ACRES, BLDG 9, 0.23 ACRES" as shown on a plat entitled "Phase III, 4.042 Acres, 176,097 Sq. Ft., The Retreat at Riverland Woods TMS # 337-00-00-157, Owned by Riverland II, LLC, Located in Charleston County" prepared by David L. Gray, PLS 12839 of GPA Professional Land Surveyors dated April 18, 2005 and attached to this Master Deed.

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EXHIBIT A-1

Legal Description -Additional Property

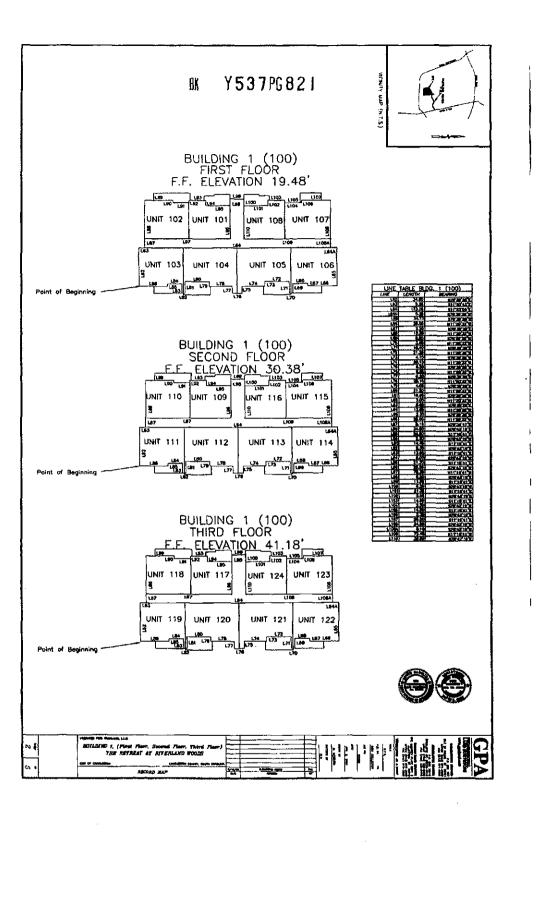
Residual Property

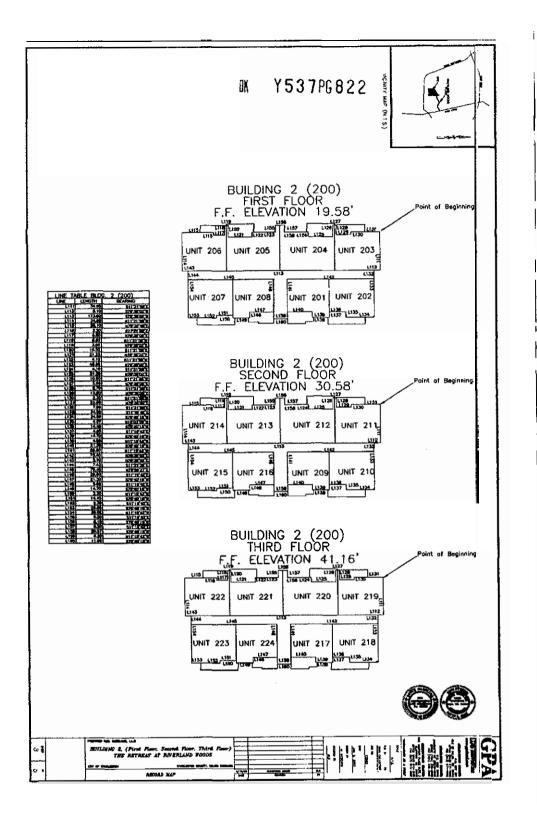
All that piece, parcel, or tract of land identified as "PORTION OF TMS # 337-00-00-157, PHASE IV, 130,787 SQ. FT., 3.002 ACRES" as shown on a plat entitled "Phase III, 4.042 Acres, 176,097 Sq. Ft., The Retreat at Riverland Woods TMS # 337-00-00-157, Owned by Riverland II, LLC, Located in Charleston County" prepared by David L. Gray, PLS 12839 of GPA Professional Land Surveyors dated April 18, 2005 and attached to this Master Deed. and attached to this Master Deed.

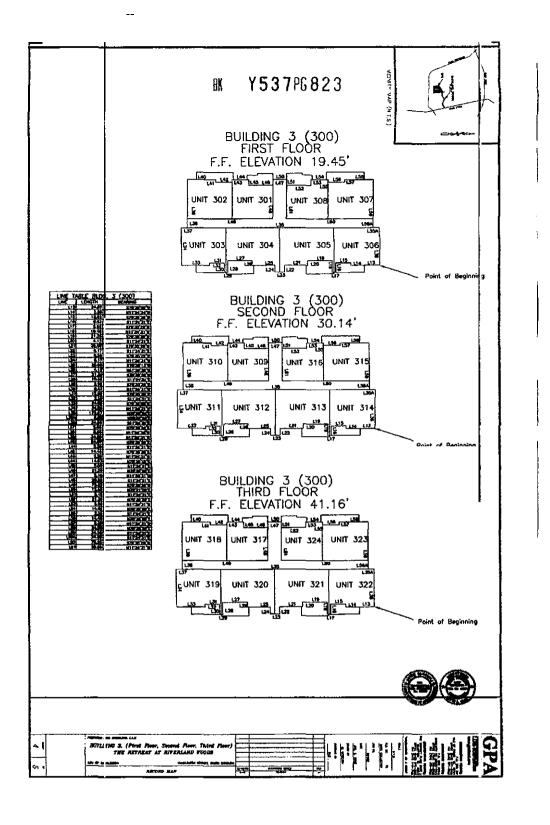
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EXHIBIT B
Supplement – Plan for Buildings 1, 2 and 3

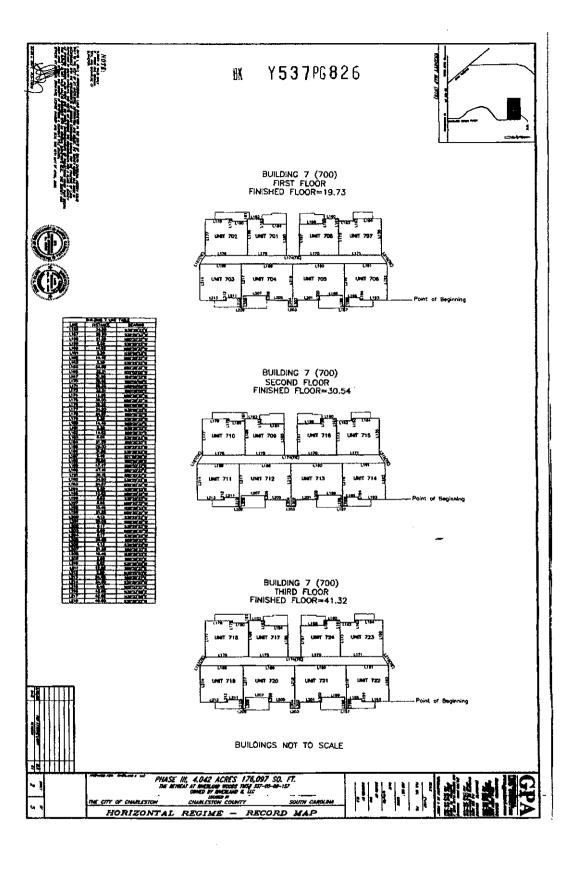
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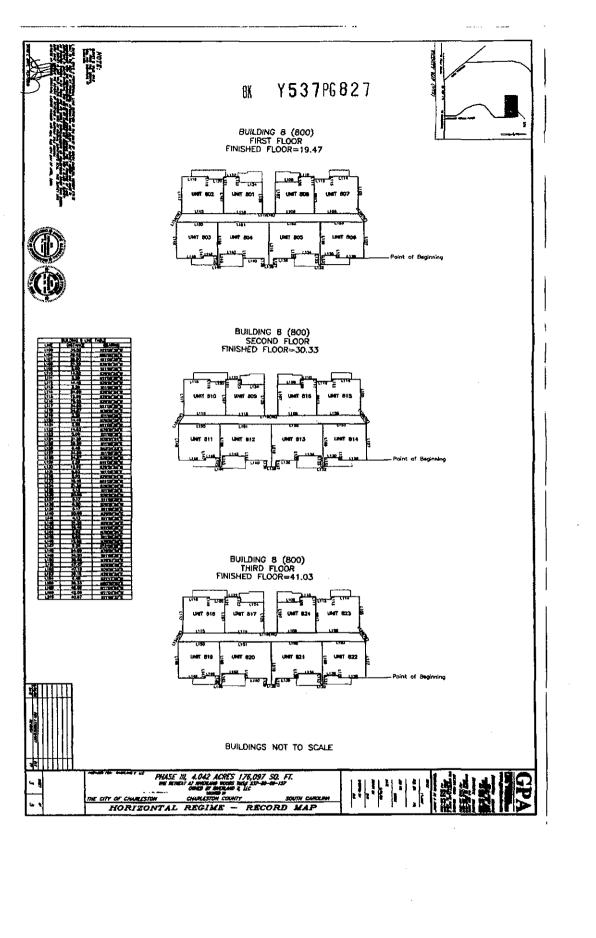


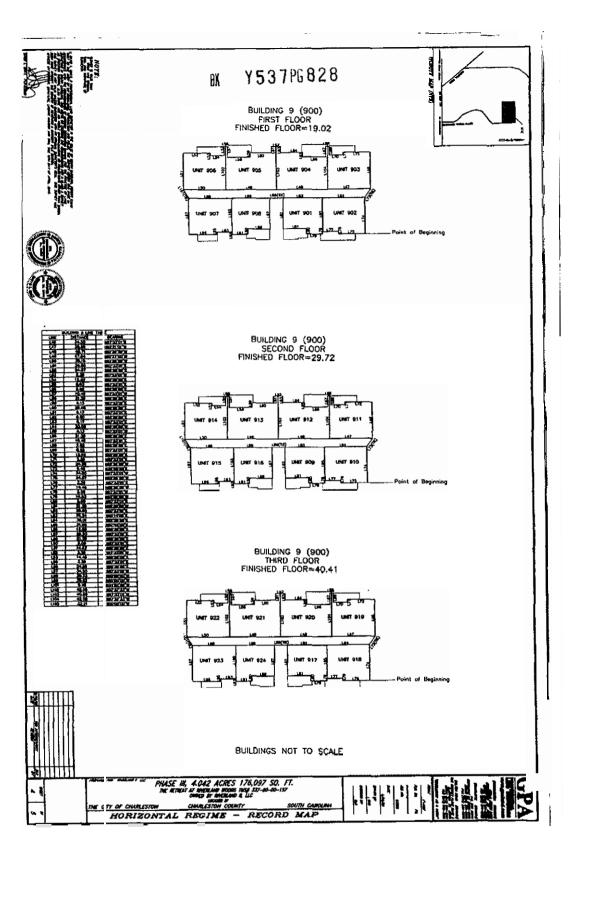


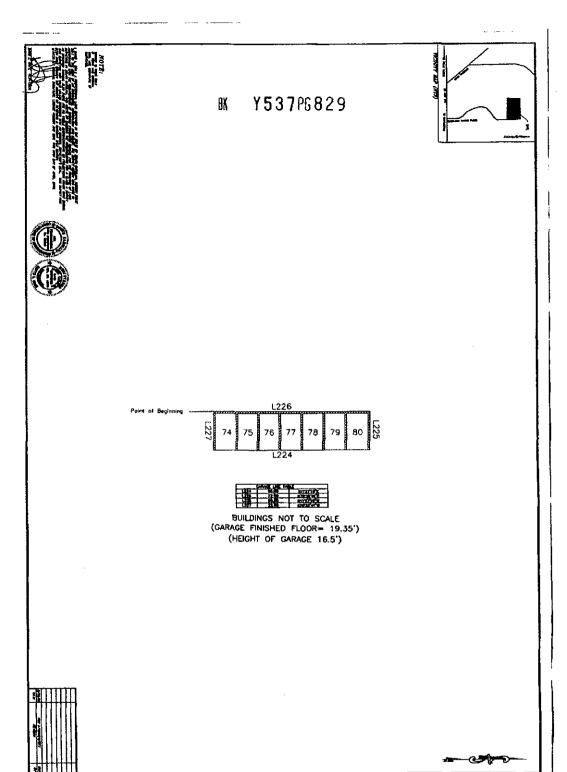


9K Y 5 3 7 PG 8 2 4 EXHIBIT B Phase III Buildings 7, 8, 9 M Y537P6825









THE CITY OF CHARLESTON CHARLESTON COUNTY SOUTH CAROLING
HORIZONTAL REGIME - RECORD MAP

EXHIBIT B-1
Initial Parking Plan - Site Plan

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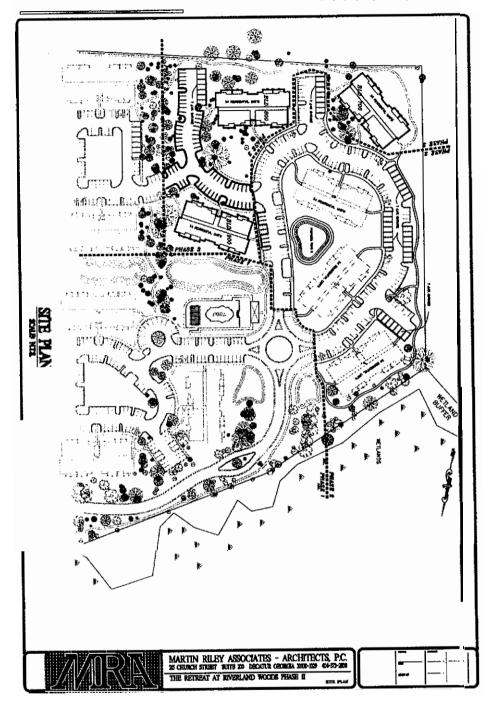


EXHIBIT C
Elevations, Floor Plan and Dwelling Unit Certification
Phase III
Buildings 7, 8, and 9

ARCHITECT'S CERTIFICATE

Pursuant to Section 27-31-110, Code of Laws of South Carolina, the undersigned Architect, Jackie Martin, South Carolina Registration No. 3888, who is authorized and licensed to practice in the State of South Carolina, hereby certifies, that to the best of his knowledge and belief, the Plans (defined below) for Phase III of The Retreat at Riverland Horizontal Property Regime (the "Regime") located in Charleston County, City of Charleston, South Carolina fully and accurately depict the floor plans of each of the buildings; the dimensions, area and location of each Unit; and the dimensions, area and location of the Common Elements of the Buildings and Units shown thereon within said Regime.

The Plans are defined as Exhibit C to the Third Amendment to the Master Deed for the Regime. The Plans consist of the Elevations, Floor Plans and Dwelling Unit Certification for the Units located in Buildings 700, 800, and 900 of the Regime and Garage Units 74 through 80.

WITNESS my Hand and Seal this 2320 day of May, , 2005.
Signature of 2 nd witness Signature of 2 nd witness Signature of 2 nd witness
STATE OF GEORGIA)
COUNTY OF DEKalb) ACKNOWLEDGMENT
1, Verona Z. Stafford (Notary Public), do hereby
certify that Jackie Martin personally appeared before me this day and acknowledged the due execution of the foregoing instrument.
Witness my hand and seal this 23 day of May, 2005.
Notary Public for Georgia
My Commission Expires: Werena Z. Stafford
SEAL OF NOTARY Details County, Georgia My Comm. Exp. June 10, 2007
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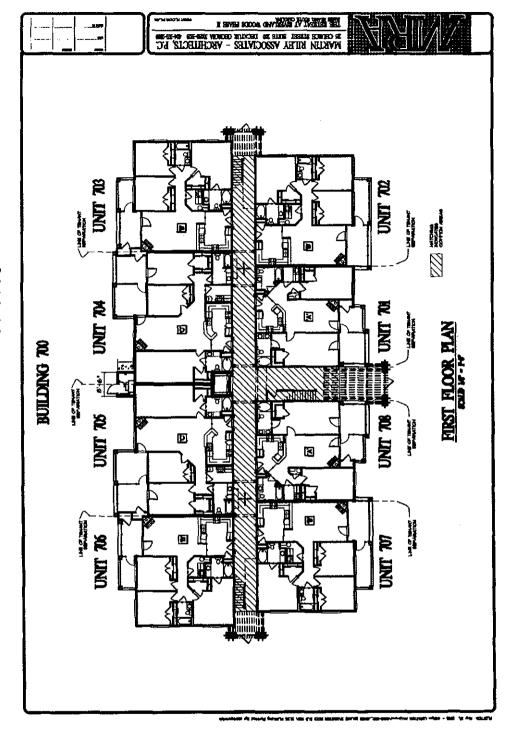
THE RETREAT AT RIVERLAND WOODS PHASE III

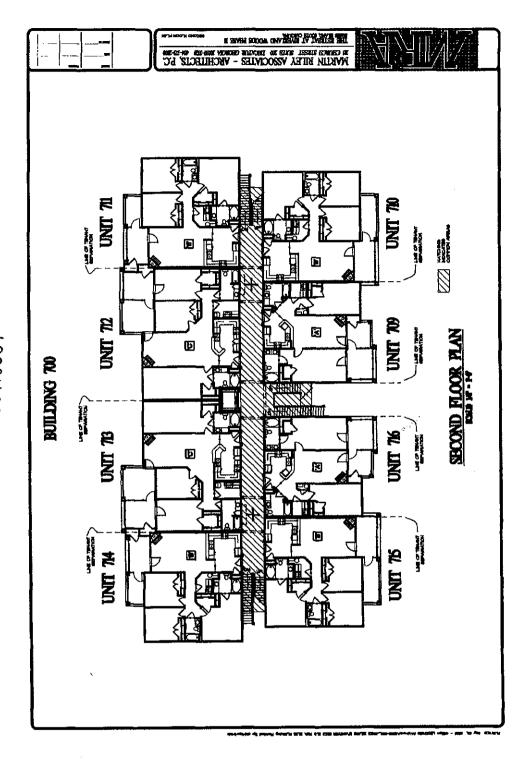
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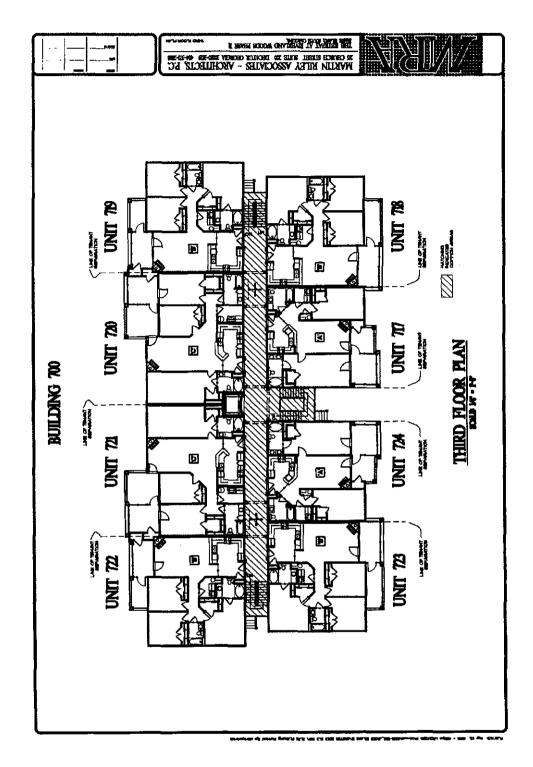
<u>BLDG</u> 700	ONI GENEROLE	
UNIT#	GENERAL DESCRIPTION	SQ. FT.
701	TWO BEDROOM, TWO BATHROOM, LIVING/DINING ROOM, KITCHEN, OPEN PATIO, SCREENED PORCH	1058 S.F.
702	THREE BEDROOM, TWO BATHROOM, LIVING/DINING ROOM, KITCHEN, OPEN PATIO, SCREENED PORCH	1290 S.F.
703	THREE BEDROOM, TWO BATHROOM, LIVING/DINING ROOM, KITCHEN, OPEN PATIO, SCREENED PORCH	1290 S.F.
704	TWO BEDROOM, TWO BATHROOM, OPTIONAL STUDY, LIVING/DINING ROOM, KITCHEN, OPEN PATIO, SCREENED PORCH	1440 S.F.
705	TWO BEDROOM, TWO BATHROOM, OPTIONAL STUDY, LIVING/DINING ROOM, KITCHEN, OPEN PATIO, SCREENED PORCH	1440 S.F.
706	THREE BEDROOM, TWO BATHROOM, LIVING/DINING ROOM, KITCHEN, OPEN PATIO, SCREENED PORCH	1290 S.F.
707	THREE BEDROOM, TWO BATHROOM, LIVING/DINING ROOM, KITCHEN, OPEN PATIO, SCREENED PORCH	1290 S.F.
708	TWO BEDROOM, TWO BATHROOM, LIVING/DINING ROOM, KITCHEN, OPEN PATIO, SCREENED PORCH	1058 S.F.
709	TWO BEDROOM, TWO BATHROOM, LIVING/DINING ROOM, KITCHEN, OPEN PATIO, SCREENED PORCH	1058 S.F.
710	THREE BEDROOM, TWO BATHROOM, LIVING/DINING ROOM, KITCHEN, OPEN PATIO, SCREENED PORCH	1290 S.F.
711	THREE BEDROOM, TWO BATHROOM, LIVING/DINING ROOM, KITCHEN, OPEN PATIO, SCREENED PORCH	1290 S.F.
712	TWO BEDROOM, TWO BATHROOM, OPTIONAL STUDY, LIVING/DINING ROOM, KITCHEN, OPEN PATIO, SCREENED PORCH	1440 S.F.

THE RETREAT AT RIVERLAND WOODS PHASE

BLDG 700	UNIT SCHEDULE	
UNIT#	GENERAL DESCRIPTION	
713	TWO BEDROOM, TWO BATHROOM, OPTIONAL STUDY, LIVING/DINING ROOM, KITCHEN, OPEN PATIO, SCREENED PORCH	SQ. FT. 1440 S.F.
714	THREE BEDROOM, TWO BATHROOM, LIVING/DINING ROOM, KITCHEN, OPEN PATIO, SCREENED PORCH	1290 S.F.
715	THREE BEDROOM, TWO BATHROOM, LIVING/DINING ROOM, KITCHEN, OPEN PATIO, SCREENED PORCH	1290 S.F.
716	TWO BEDROOM, TWO BATHROOM, LIVING/DINING ROOM, KITCHEN, OPEN PATIO, SCREENED PORCH	1058 S.F.
717	TWO BEDROOM, TWO BATHROOM, LIVING/DINING ROOM, KITCHEN, OPEN PATIO, SCREENED PORCH	1058 S.F.
718	THREE BEDROOM, TWO BATHROOM, LIVING/DINING ROOM, KITCHEN, OPEN PATIO, SCREENED PORCH	1290 S.F.
719	THREE BEDROOM, TWO BATHROOM, LIVING/DINING ROOM, KITCHEN, OPEN PATIO, SCREENED PORCH	1290 S.F.
720	TWO BEDROOM, TWO BATHROOM, OPTIONAL STUDY, LIVING/DINING ROOM. KITCHEN. OPEN PATIO. SCREENED PORCH	1440 S.F.
721	TWO BEDROOM, TWO BATHROOM, OPTIONAL STUDY, LIVING/DINING ROOM, KITCHEN, OPEN PATIO, SCREENED PORCH	1440 S.F.
722	THREE BEDROOM, TWO BATHROOM, LIVING/DINING ROOM, KITCHEN, OPEN PATIO, SCREENED PORCH	1290 S.F.
723	THREE BEDROOM, TWO BATHROOM, LIVING/DINING ROOM, KITCHEN, OPEN PATIO, SCREENED PORCH	1290 S.F.
724	TWO BEDROOM, TWO BATHROOM, LIVING/DINING ROOM, KITCHEN, OPEN PATIO, SCREENED PORCH	1058 S.F.



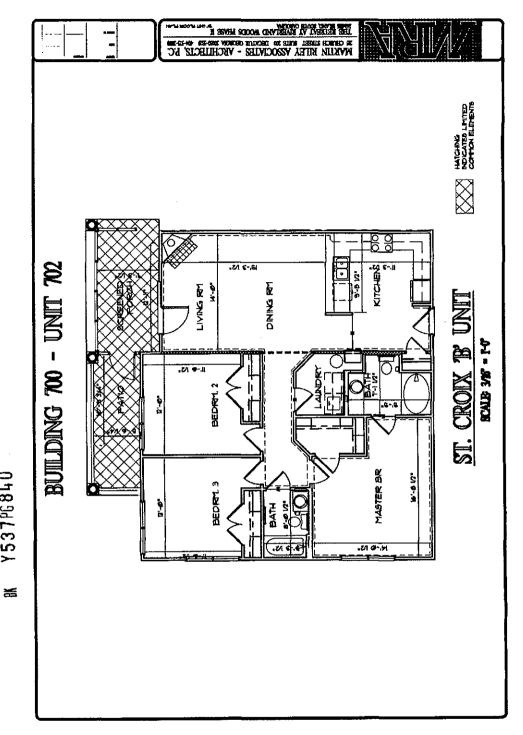




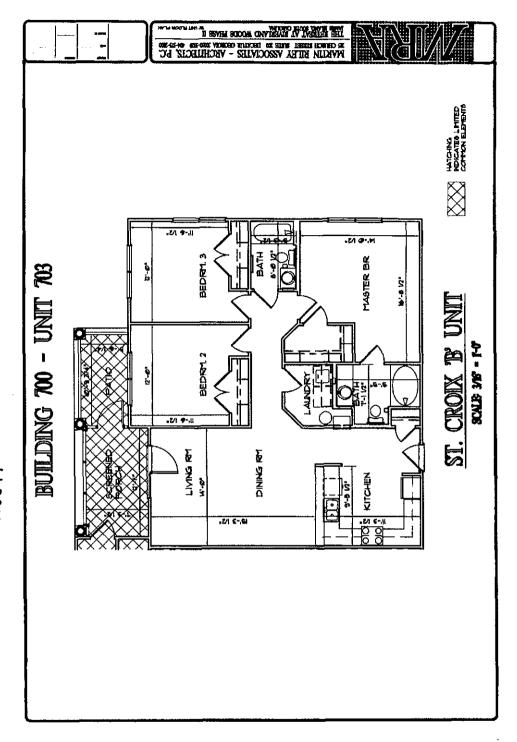
MAKTIN RILEY ASSOCIATES - ARCHITECT, ROLL STORM THE BETHEAT AT WHICH ASSOCIATES - ARCHITECT, RC. THE BETHEAT ASSOCIATES AND WOODS HEASE II.

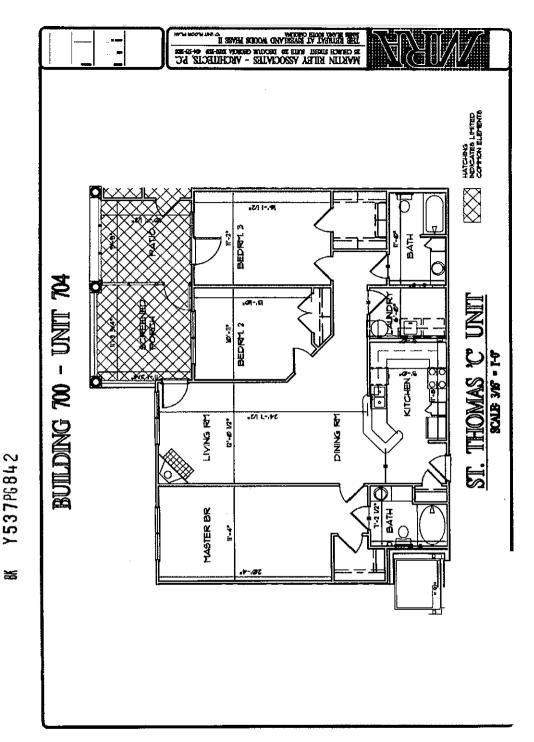
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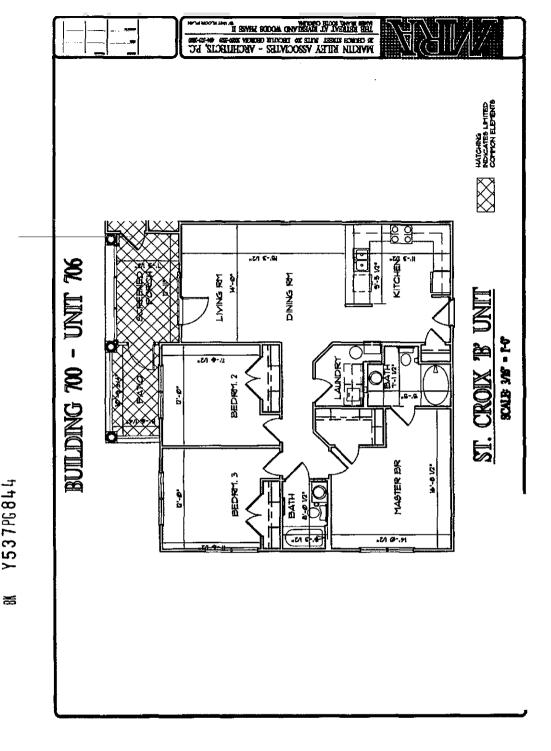


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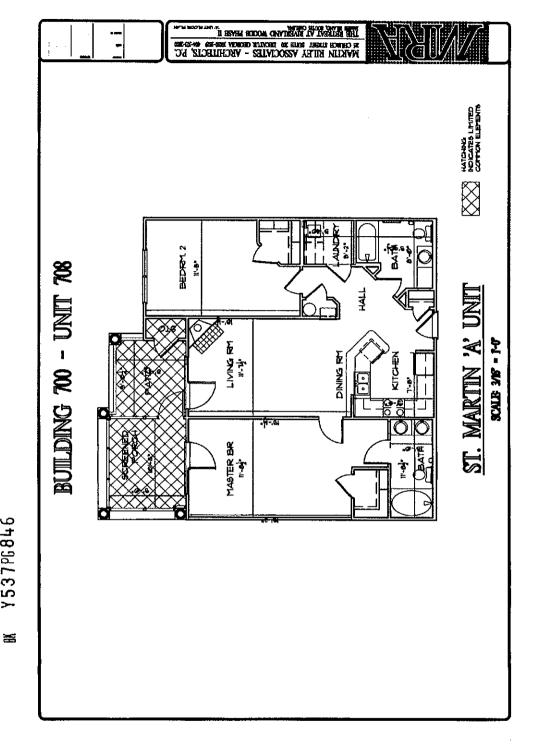


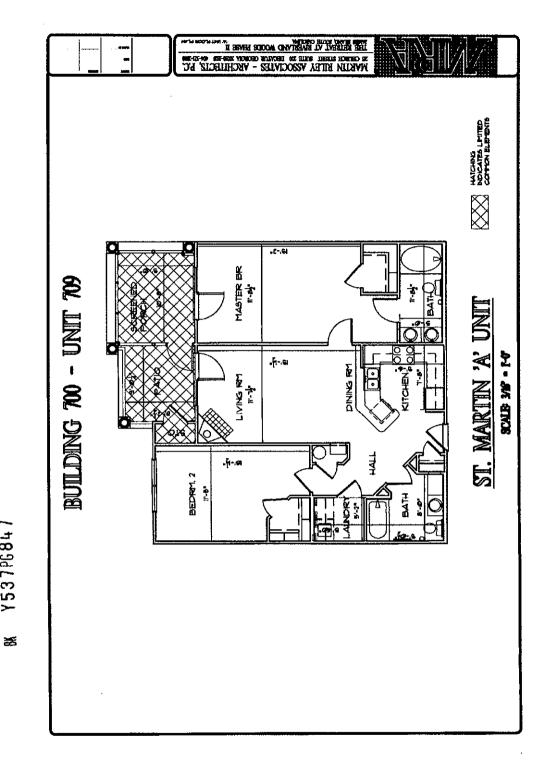


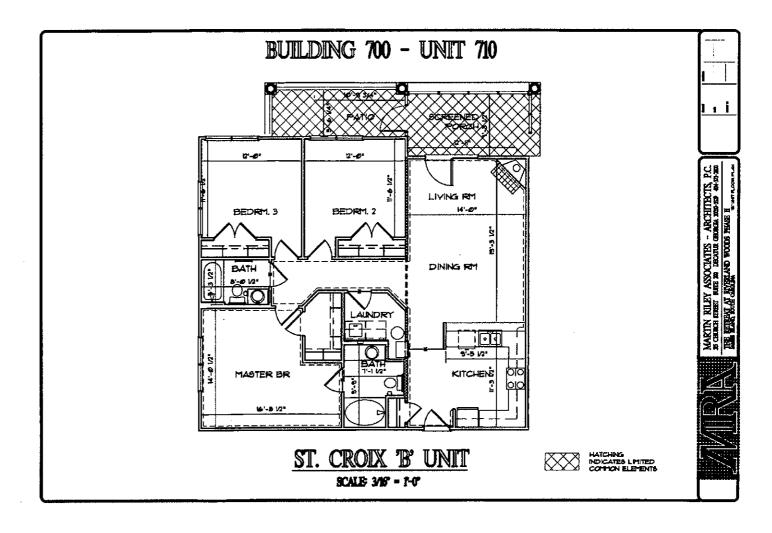
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MARCILIN RILEY ASSOCIATES - ARCHITECTS, P.C. ARCHITECTS, P.C. MARCININ RILEY ASSOCIATES - ARCHITECTS, P.C. A

HATCHING
NDICATES LETTED
COPPON ELEPENTS

ST. CROIX 'B' UNIT

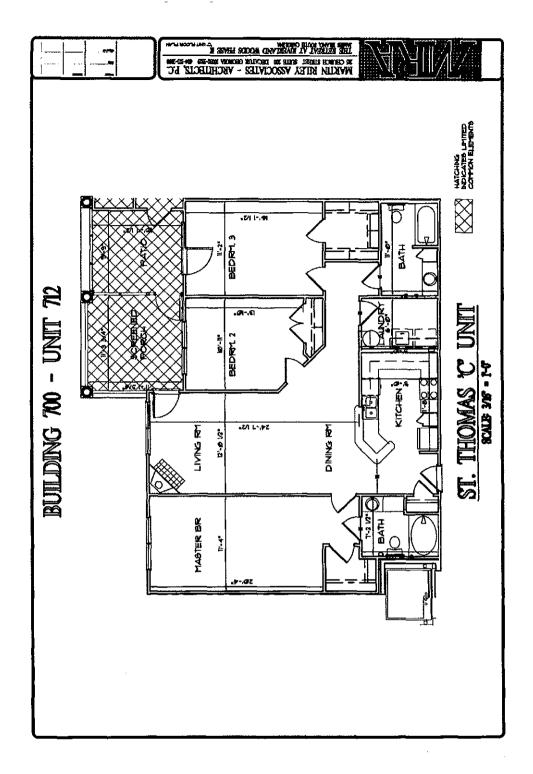
MASTER BR

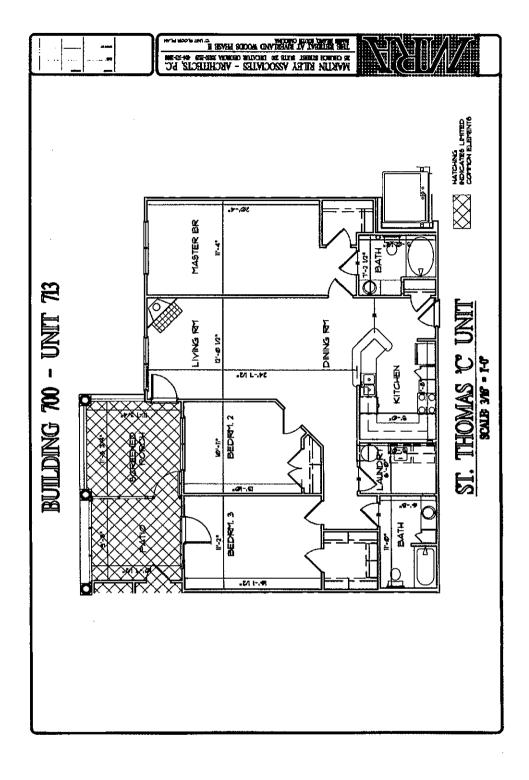
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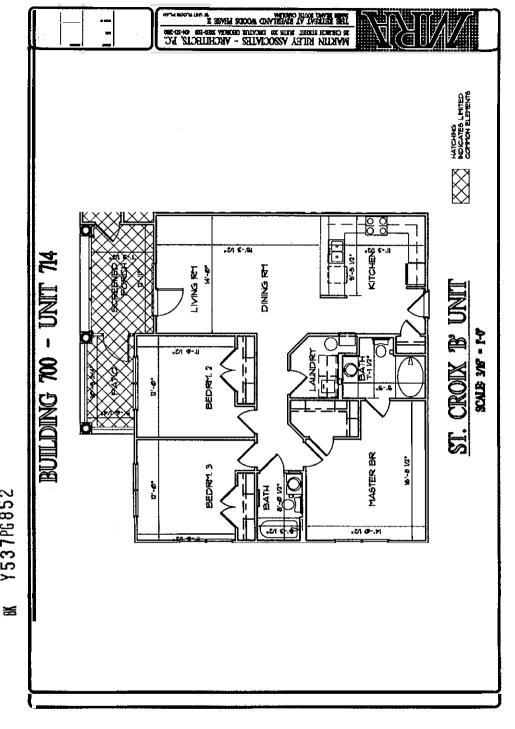
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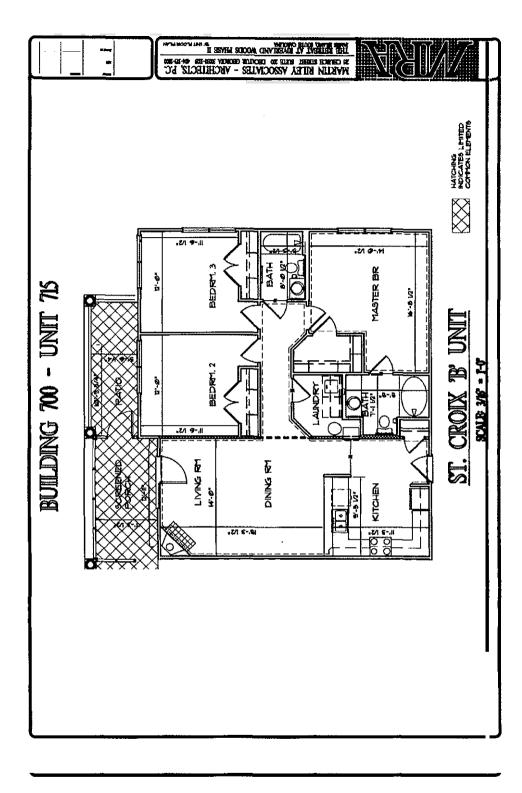


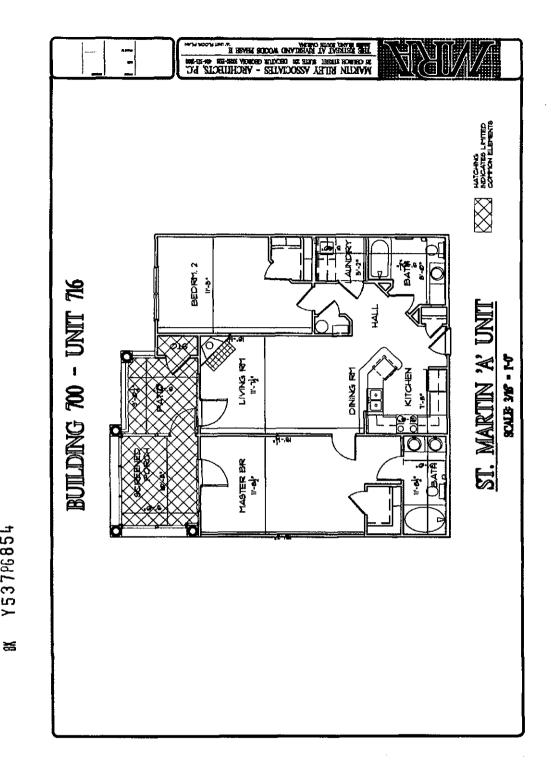


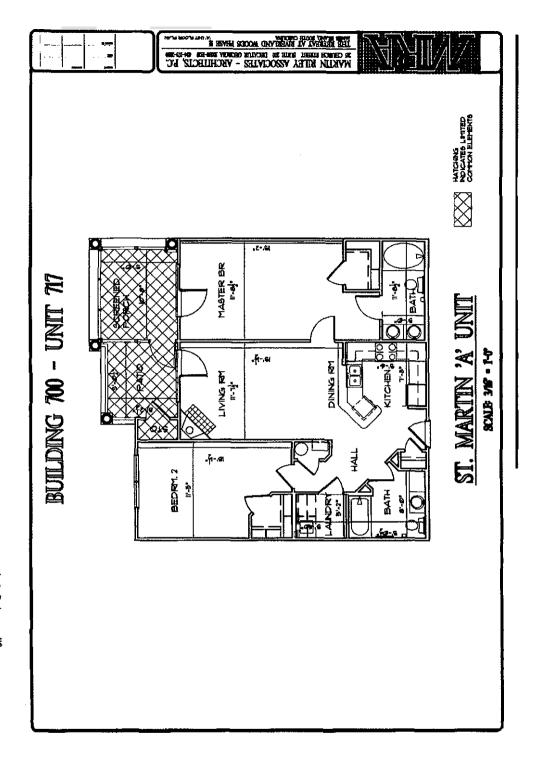
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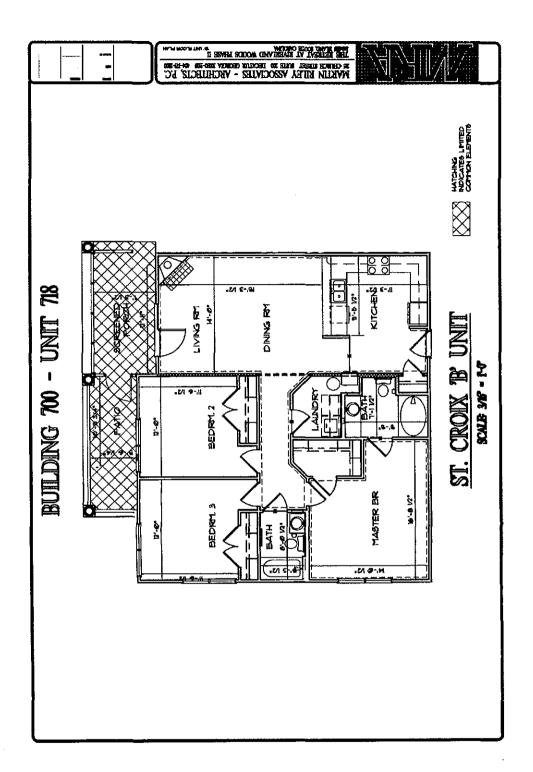
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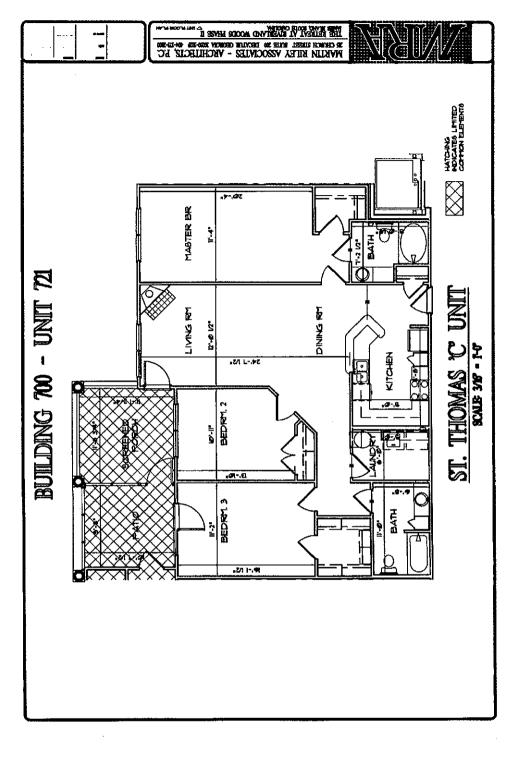


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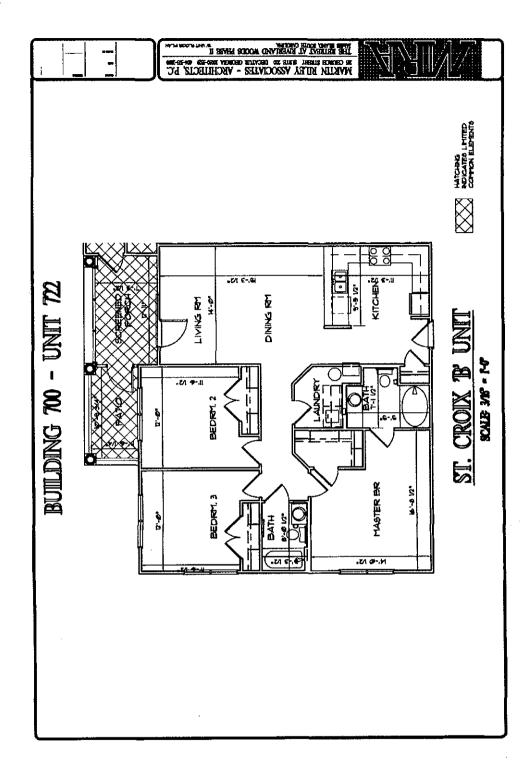


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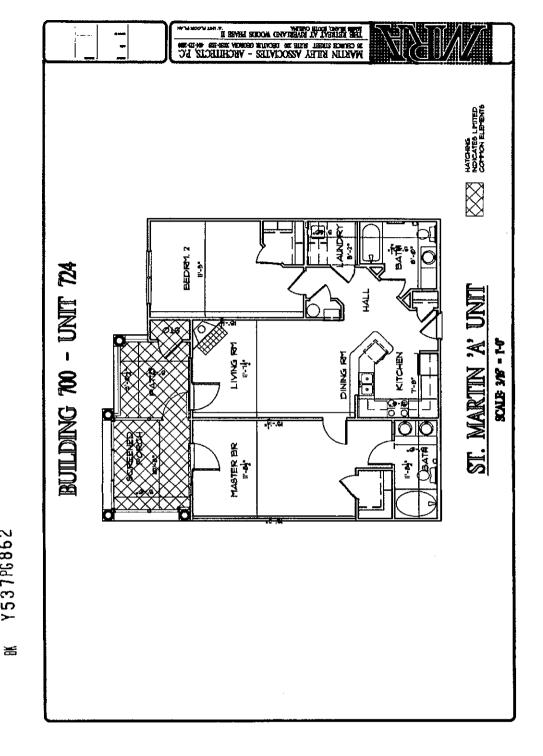
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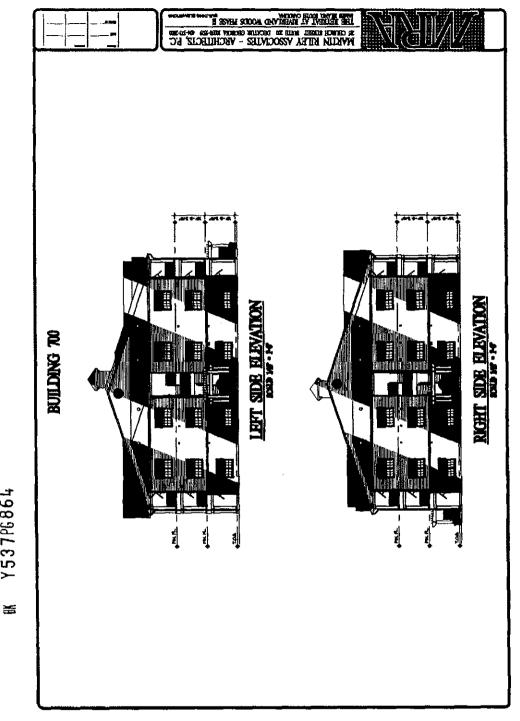


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THE RETREAT AT RIVERLAND WOODS PHASE II T UNIT SCHEDULE

BLDG 800	UNIT SCHEDULE	
<u>UNIT#</u>	GENERAL DESCRIPTION	SQ. FT.
801	TWO BEDROOM, TWO BATHROOM, LIVING/DINING ROOM, KITCHEN, OPEN PATIO, SCREENED PORCH	1058 S.F.
802	THREE BEDROOM, TWO BATHROOM, LIVING/DINING ROOM, KITCHEN, OPEN PATIO, SCREENED PORCH	1290 S.F.
803	THREE BEDROOM, TWO BATHROOM, LIVING/DINING ROOM, KITCHEN, OPEN PATIO, SCREENED PORCH	1290 S.F.
804	TWO BEDROOM, TWO BATHROOM, OPTIONAL STUDY, LIVING/DINING ROOM, KITCHEN, OPEN PATIO, SCREENED PORCH	1440 S.F.
805	TWO BEDROOM, TWO BATHROOM, OPTIONAL STUDY, LIVING/DINING ROOM, KITCHEN, OPEN PATIO, SCREENED PORCH	1440 S.F.
806	THREE BEDROOM, TWO BATHROOM, LIVING/DINING ROOM, KITCHEN, OPEN PATIO, SCREENED PORCH	1290 S.F.
807	THREE BEDROOM, TWO BATHROOM, LIVING/DINING ROOM, KITCHEN, OPEN PATIO, SCREENED PORCH	1290 S.F.
808	TWO BEDROOM, TWO BATHROOM, LIVING/DINING ROOM, KITCHEN, OPEN PATIO, SCREENED PORCH	1058 S.F.
809	TWO BEDROOM, TWO BATHROOM, LIVING/DINING ROOM, KITCHEN, OPEN PATIO, SCREENED PORCH	1058 S.F.
810	THREE BEDROOM, TWO BATHROOM, LIVING/DINING ROOM, KITCHEN, OPEN PATIO, SCREENED PORCH	1290 S.F.
811	THREE BEDROOM, TWO BATHROOM, LIVING/DINING ROOM, KITCHEN, OPEN PATIO, SCREENED PORCH	1290 S.F.
812	TWO BEDROOM, TWO BATHROOM, OPTIONAL STUDY, LIVING/DINING ROOM, KITCHEN, OPEN PATIO, SCREENED PORCH	1440 S.F.

THE RETREAT AT RIVERLAND WOODS PHASE

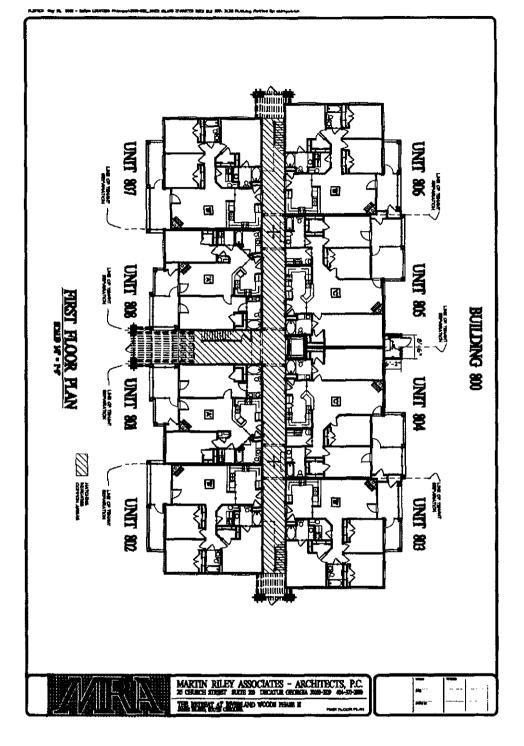
117 **BLDG UNIT SCHEDULE** 800 **GENERAL DESCRIPTION** UNIT# SQ. FT. TWO BEDROOM, TWO BATHROOM, OPTIONAL STUDY, 813 LIVING/DINING ROOM, KITCHEN, OPEN PATIO, 1440 S.F. SCREENED PORCH THREE BEDROOM, TWO BATHROOM, LIVING/DINING 814 ROOM, KITCHEN, OPEN PATIO, SCREENED PORCH 1290 S.F. THREE BEDROOM, TWO BATHROOM, LIVING/DINING 815 ROOM, KITCHEN, OPEN PATIO, SCREENED PORCH 1290 S.F. TWO BEDROOM, TWO BATHROOM, LIVING/DINING 816 ROOM, KITCHEN, OPEN PATIO, SCREENED PORCH 1058 S.F. TWO BEDROOM, TWO BATHROOM, LIVING/DINING 817 ROOM, KITCHEN, OPEN PATIO, SCREENED PORCH 1058 S.F. THREE BEDROOM, TWO BATHROOM, LIVING/DINING 818 ROOM, KITCHEN, OPEN PATIO, SCREENED PORCH 1290 S.F. THREE BEDROOM, TWO BATHROOM, LIVING/DINING 819 ROOM, KITCHEN, OPEN PATIO, SCREENED PORCH 1290 S.F. TWO BEDROOM, TWO BATHROOM, OPTIONAL STUDY, 820 LIVING/DINING ROOM, KITCHEN, OPEN PATIO, 1440 S.F. SCREENED PORCH TWO BEDROOM, TWO BATHROOM, OPTIONAL STUDY, 821 LIVING/DINING ROOM, KITCHEN, OPEN PATIO, 1440 S.F. SCREENED PORCH THREE BEDROOM, TWO BATHROOM, LIVING/DINING 822 ROOM, KITCHEN, OPEN PATIO, SCREENED PORCH 1290 S.F. THREE BEDROOM, TWO BATHROOM, LIVING/DINING 823 ROOM, KITCHEN, OPEN PATIO, SCREENED PORCH 1290 S.F.

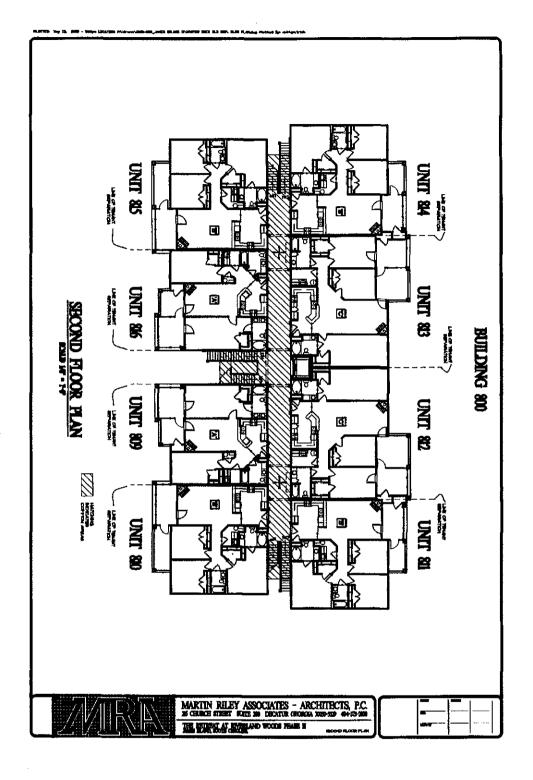
TWO BEDROOM, TWO BATHROOM, LIVING/DINING

1058 S.F.

ROOM, KITCHEN, OPEN PATIO, SCREENED PORCH

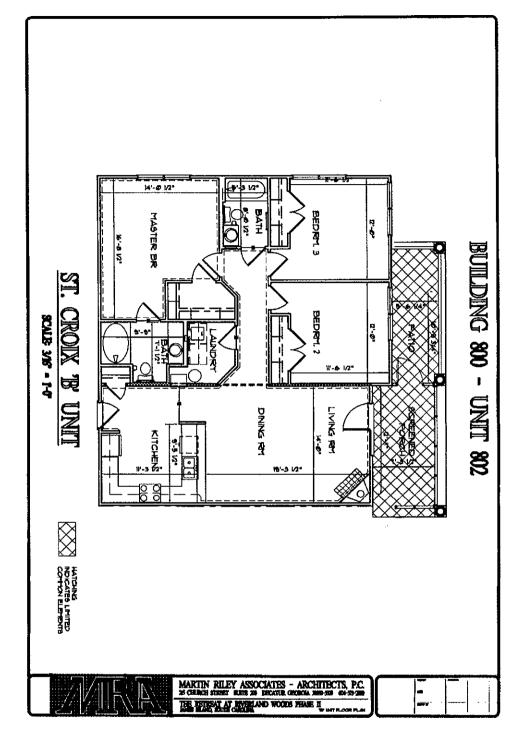
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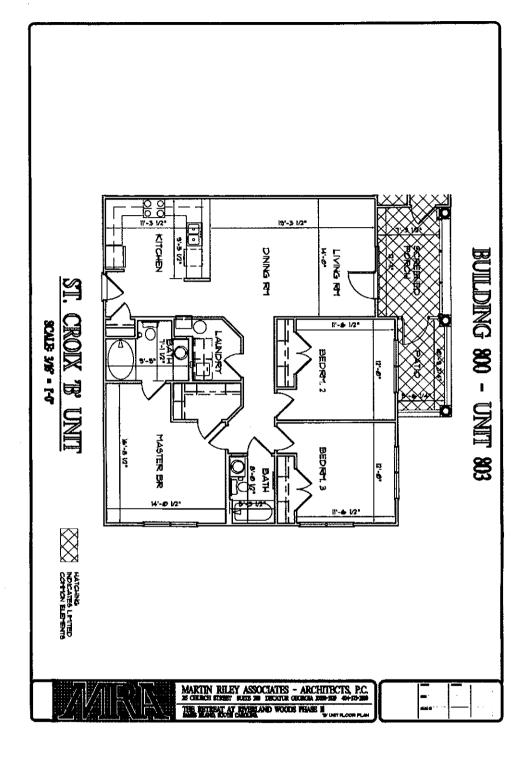


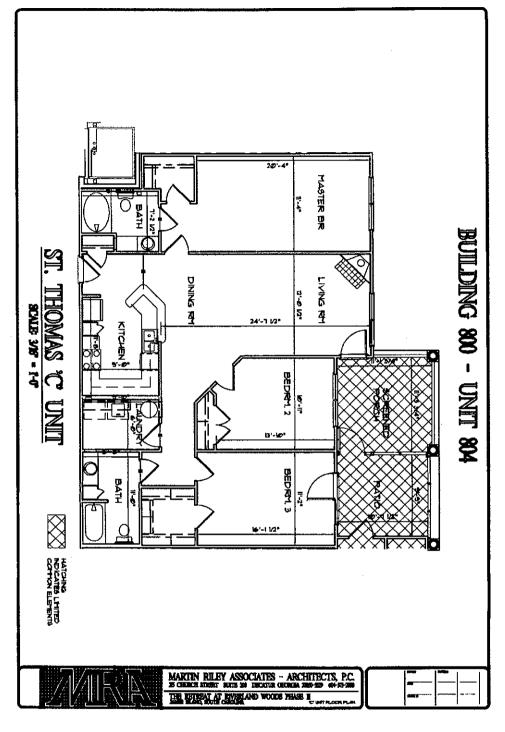


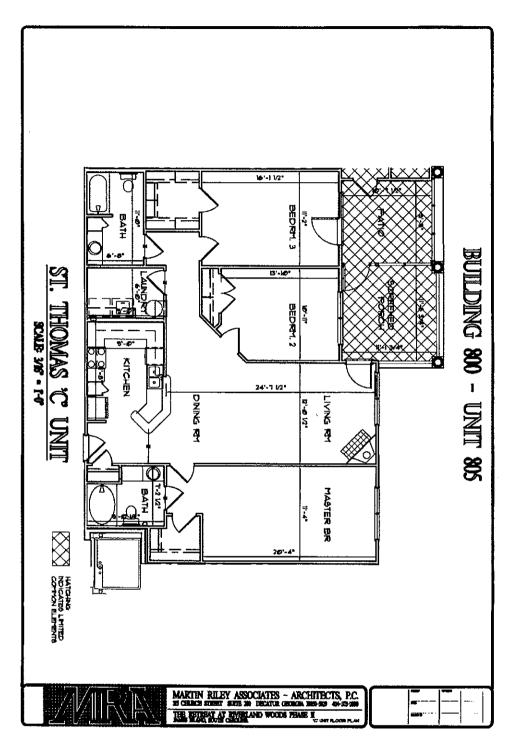
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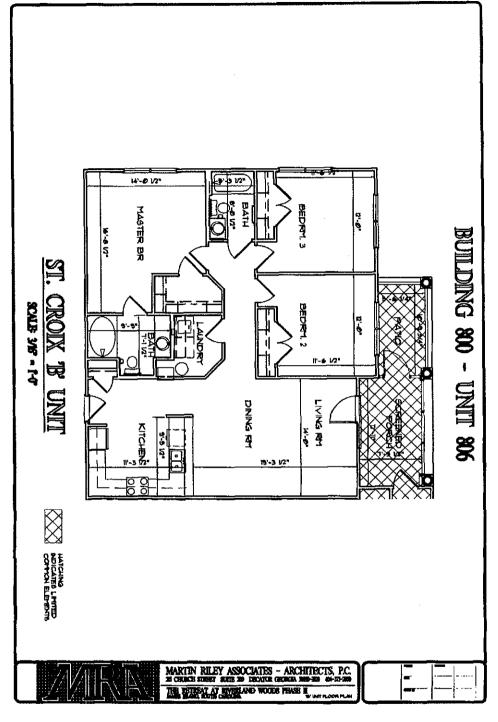


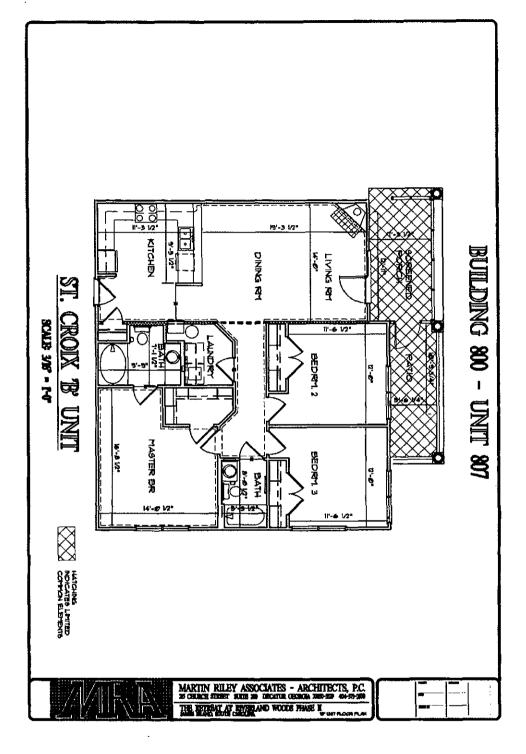






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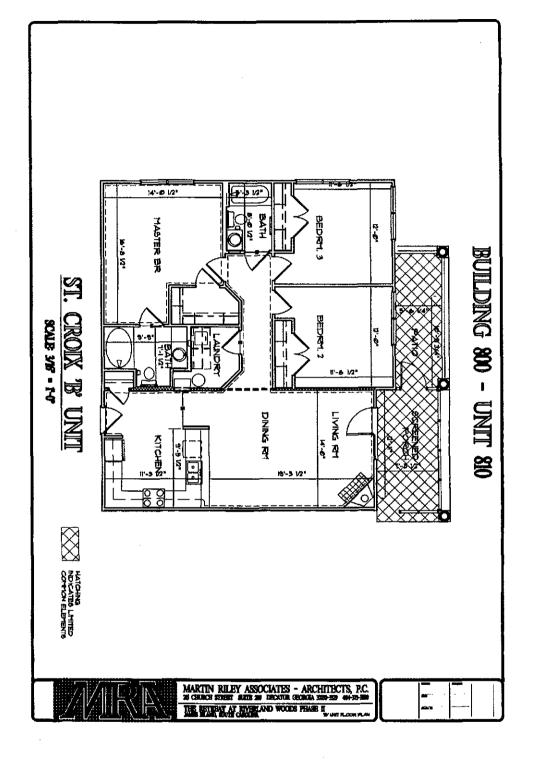


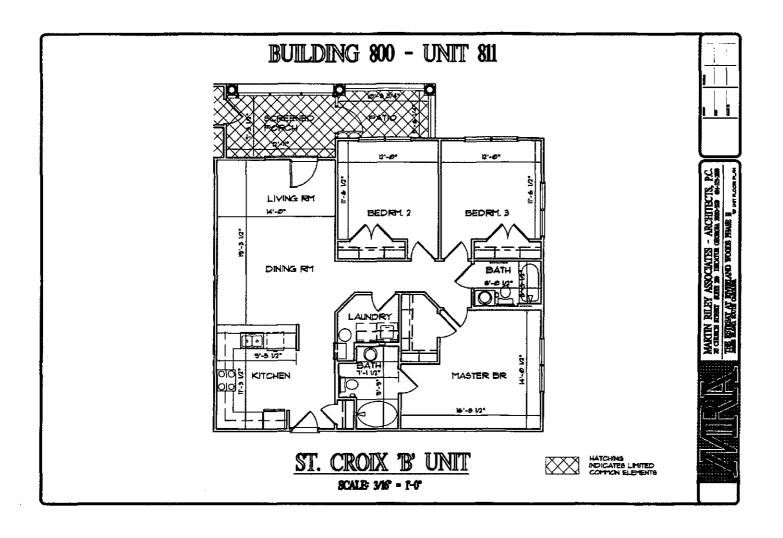


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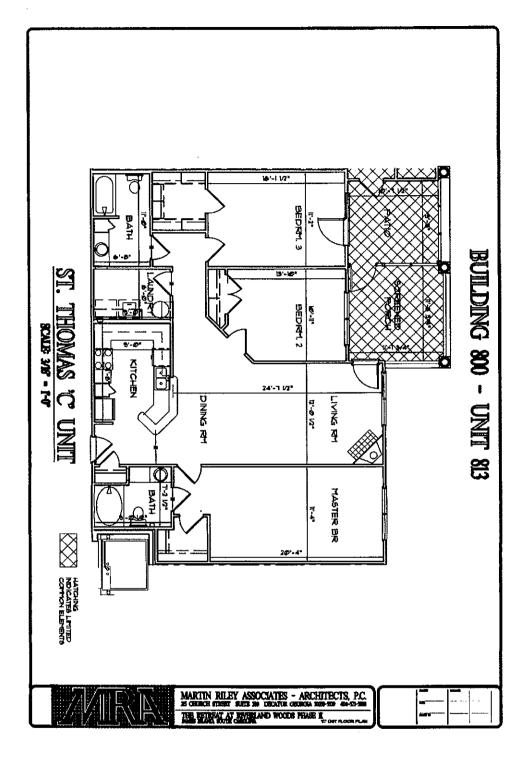
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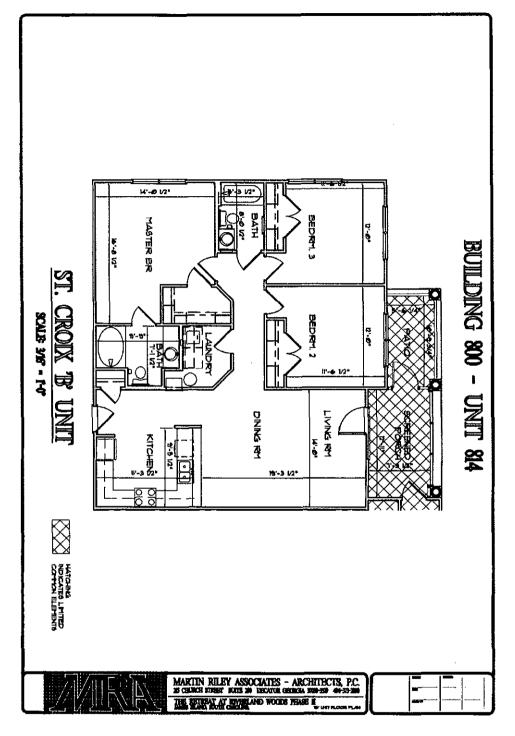
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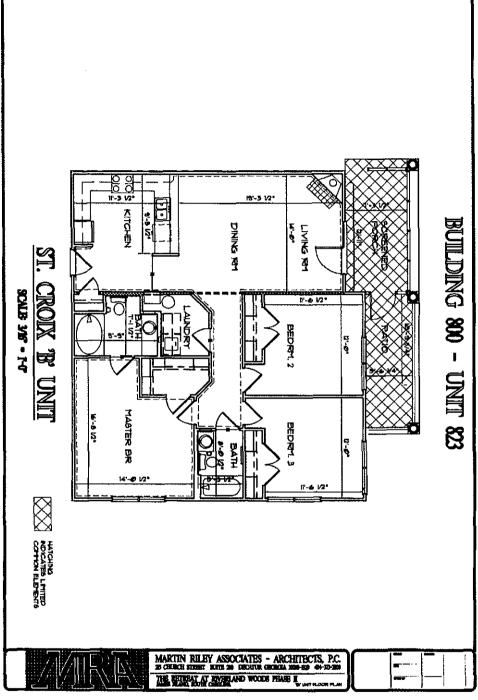
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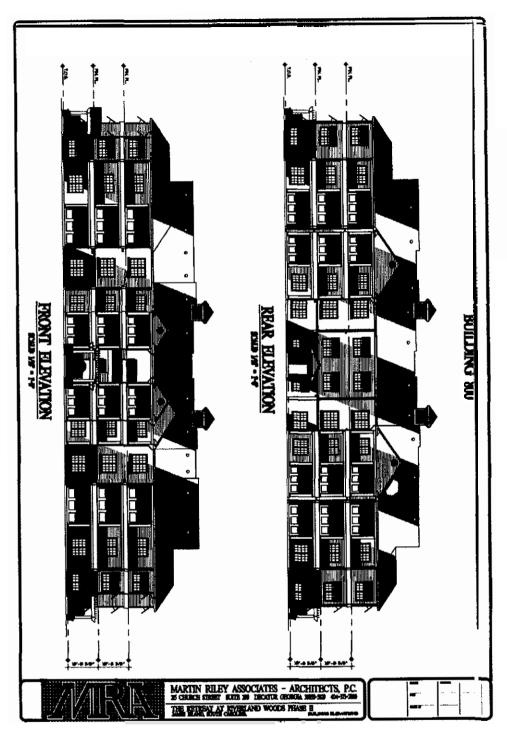
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THE RETREAT AT RIVERLAND WOODS PHASE III UNIT SCHEDULE

<u>BLDG</u> 900	UNII SCHEDOLE	
UNIT#	GENERAL DESCRIPTION	SQ. FT.
901	TWO BEDROOM, TWO BATHROOM, LIVING/DINING ROOM, KITCHEN, OPEN PATIO, SCREENED PORCH	1058 S.F.
902	THREE BEDROOM, TWO BATHROOM, LIVING/DINING ROOM, KITCHEN, OPEN PATIO, SCREENED PORCH	1290 S.F.
903	THREE BEDROOM, TWO BATHROOM, LIVING/DINING ROOM, KITCHEN, OPEN PATIO, SCREENED PORCH	1290 S.F.
904	TWO BEDROOM, TWO BATHROOM, OPTIONAL STUDY, LIVING/DINING ROOM, KITCHEN, OPEN PATIO, SCREENED PORCH	1440 S.F.
905	TWO BEDROOM, TWO BATHROOM, OPTIONAL STUDY, LIVING/DINING ROOM, KITCHEN, OPEN PATIO, SCREENED PORCH	1440 S.F.
906	THREE BEDROOM, TWO BATHROOM, LIVING/DINING ROOM, KITCHEN, OPEN PATIO, SCREENED PORCH	1290 S.F.
907	THREE BEDROOM, TWO BATHROOM, LIVING/DINING ROOM, KITCHEN, OPEN PATIO, SCREENED PORCH	1290 S.F.
908	TWO BEDROOM, TWO BATHROOM, LIVING/DINING ROOM, KITCHEN, OPEN PATIO, SCREENED PORCH	1058 S.F.
909	TWO BEDROOM, TWO BATHROOM, LIVING/DINING ROOM, KITCHEN, OPEN PATIO, SCREENED PORCH	1058 S.F.
910	THREE BEDROOM, TWO BATHROOM, LIVING/DINING ROOM, KITCHEN, OPEN PATIO, SCREENED PORCH	1290 S.F.
911	THREE BEDROOM, TWO BATHROOM, LIVING/DINING ROOM, KITCHEN, OPEN PATIO, SCREENED PORCH	12 9 0 S.F.
912	TWO BEDROOM, TWO BATHROOM, OPTIONAL STUDY, LIVING/DINING ROOM, KITCHEN, OPEN PATIO, SCREENED PORCH	1440 S.F.

THE RETREAT AT RIVERLAND WOODS PHASE

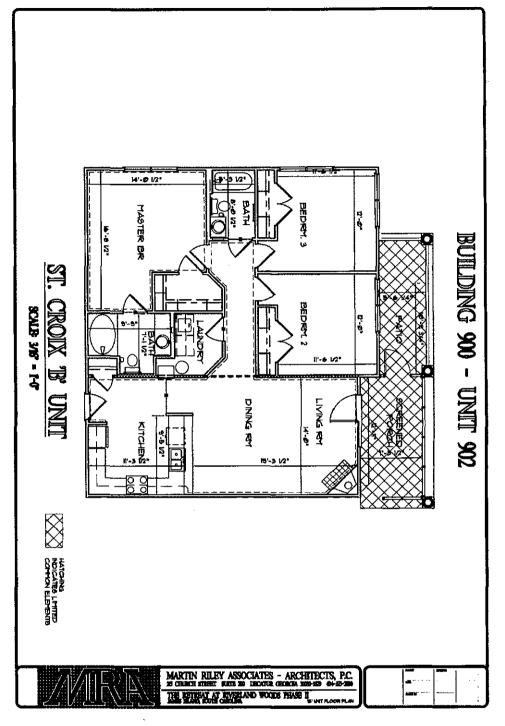
BLDG 900	UNIT SCHEDULE	_	
GENERAL DESCRIPTION			
913	TWO BEDROOM, TWO BATHROOM, OPTIONAL STUDY, LIVING/DINING ROOM. KITCHEN. OPEN PATIO. SCREENED PORCH	SQ. FT. 1440 S.F.	
914	THREE BEDROOM, TWO BATHROOM, LIVING/DINING ROOM, KITCHEN, OPEN PATIO, SCREENED PORCH	1290 S.F.	
915	THREE BEDROOM, TWO BATHROOM, LIVING/DINING ROOM, KITCHEN, OPEN PATIO, SCREENED PORCH	1290 S.F.	
916	TWO BEDROOM, TWO BATHROOM, LIVING/DINING ROOM, KITCHEN, OPEN PATIO, SCREENED PORCH	1058 S.F.	
917	TWO BEDROOM, TWO BATHROOM, LIVING/DINING ROOM, KITCHEN, OPEN PATIO, SCREENED PORCH	1058 S.F.	
918	THREE BEDROOM, TWO BATHROOM, LIVING/DINING ROOM, KITCHEN, OPEN PATIO, SCREENED PORCH	1290 S.F.	
919	THREE BEDROOM, TWO BATHROOM, LIVING/DINING ROOM, KITCHEN, OPEN PATIO, SCREENED PORCH	1290 S.F.	
920	TWO BEDROOM, TWO BATHROOM, OPTIONAL STUDY, LIVING/DINING ROOM, KITCHEN, OPEN PATIO, SCREENED PORCH	1440 S.F.	
921	TWO BEDROOM, TWO BATHROOM, OPTIONAL STUDY, LIVING/DINING ROOM. KITCHEN. OPEN PATIO. SCREENED PORCH	1440 S.F.	
922	THREE BEDROOM, TWO BATHROOM, LIVING/DINING ROOM, KITCHEN, OPEN PATIO, SCREENED PORCH	1290 S.F.	
923	THREE BEDROOM, TWO BATHROOM, LIVING/DINING ROOM, KITCHEN, OPEN PATIO, SCREENED PORCH	1290 S.F.	
924	TWO BEDROOM, TWO BATHROOM, LIVING/DINING ROOM, KITCHEN, OPEN PATIO, SCREENED PORCH	1058 S.F.	

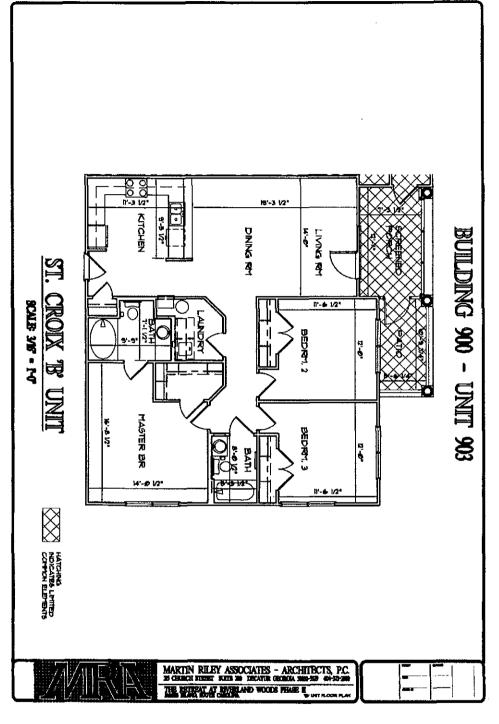
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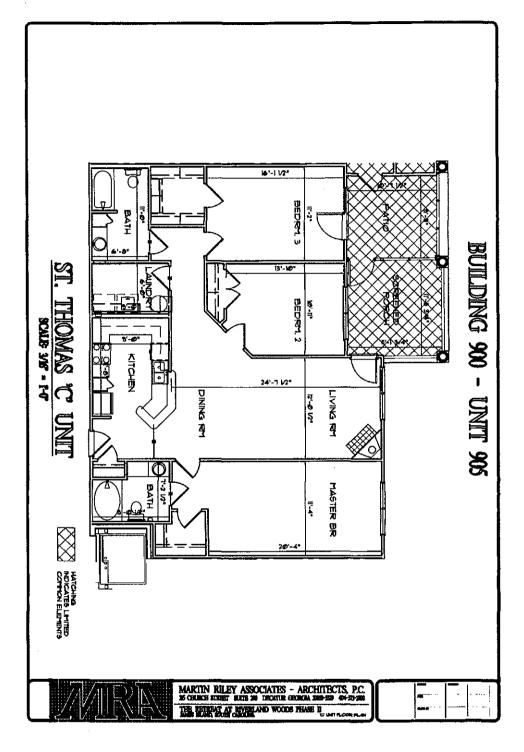
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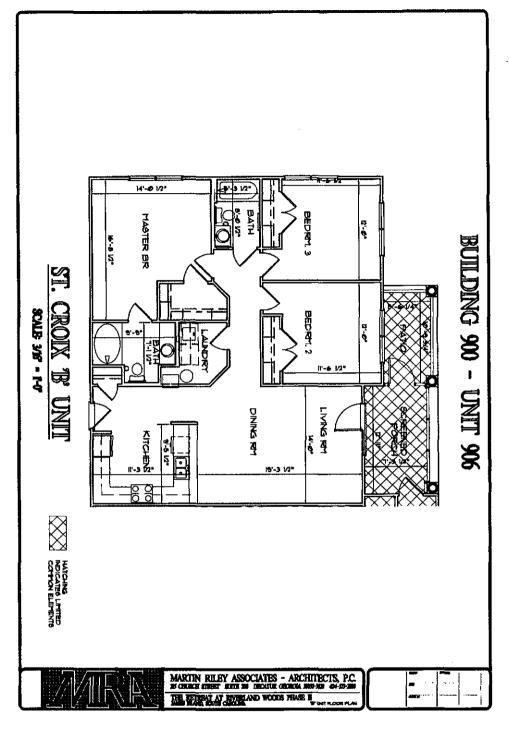
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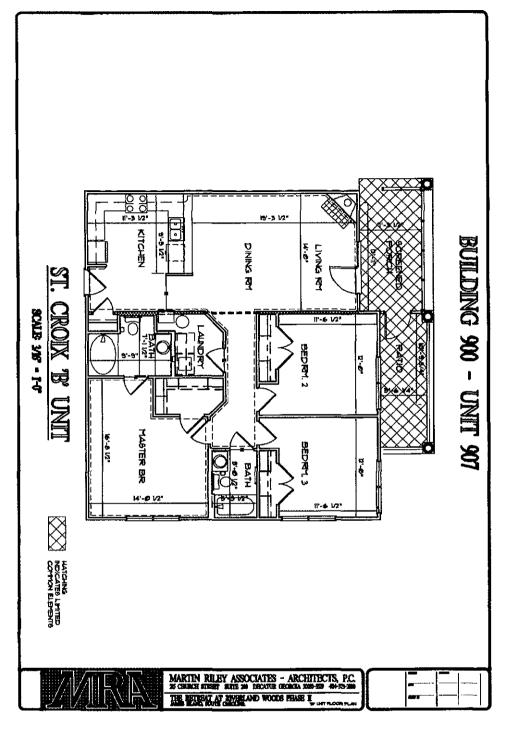


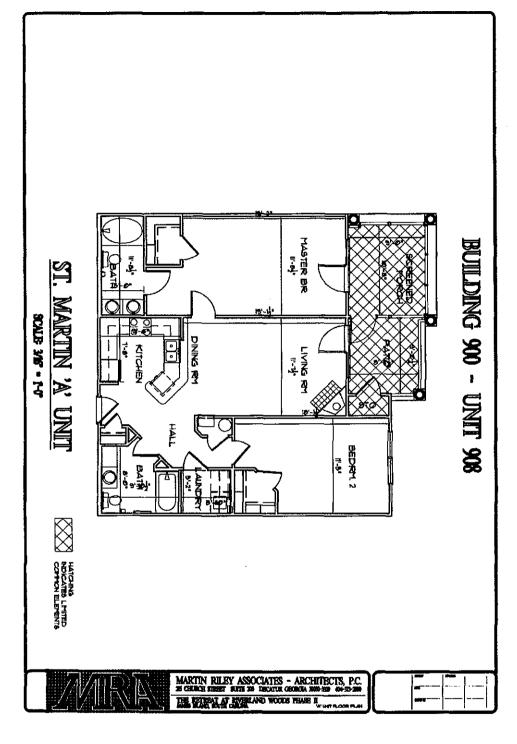


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